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FILED
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★ July 6, 2005 ★

BROOKLYN OFFICE

~~CONFIDENTIAL~~

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

-----X
CROWN POLY INC.,

Plaintiff,

v.

NEW LONG TRADING USA, INC.

Defendant.
-----X

Civil Action No.04 5148

CONSENT JUDGMENT AND ORDER

Plaintiff Crown Poly, Inc. ("Crown Poly") filed a Complaint against Defendant New Long Trading USA, Inc. for infringement of U.S. Patent No. 5,752,666, entitled "Plastic Bag Roll" ("the '666 Patent").

The parties to this litigation wishing to resolve the dispute between them as alleged in the Complaint, have entered into a confidential settlement agreement (the "Agreement") and have agreed to entry of a final Consent Judgment and Order (the "Consent Judgment"). Accordingly,

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IT IS HEREBY ORDERED, JUDGED AND DECREED as follows:

1. Crown Poly, Inc. is a California corporation with its principal place of business at 5700 Bickett Street, Huntington Park, California, 90255 ("Crown Poly"). Crown Poly has full right and title to U.S. Patent No. 5,752,666 (the "'666 Patent").

2. New Long Trading USA, Inc. is a New York corporation with its principal place of business at 133 32nd Avenue, Flushing, NY, 11354 ("New Long").

3. The Court has jurisdiction over the parties and the subject matter of the Complaint filed herein. Venue is proper in this Court.

4. New Long acknowledges that the '666 Patent is valid and enforceable in all respects.

5. New Long further acknowledges that it has sold and offered for rolls of plastic bags that infringe the '666 Patent. New Long is hereby enjoined from infringing directly or indirectly the '666 Patent.

6. Crown Poly's Complaint is dismissed with prejudice.

7. If, subsequent to the entry of this Consent Judgment, a party commits a breach of a material provision of the Settlement Agreement, the aggrieved party may apply to the Court to obtain compliance with the terms thereof and may immediately seek injunctive relief against the other party to remedy such breach and provide the aggrieved party with such other provisional relief that the Court may determine.

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8. This Court shall retain jurisdiction over this cause of action and the parties hereto for the purpose of enforcing the provisions of this Consent Judgment and the Settlement Agreement to the extent provided therein, and resolving any disputes arising out of the settlement of this action.

9. This Consent Judgment and the Settlement Agreement shall be binding on and inure to the benefit of the parties' assignees and successors.

SO ORDERED

Dated: 6-29-05

s/John Gleeson

~~Hon. John Gleeson~~
~~United States District Judge~~

ACCEPTED and AGREED:

By: C. Reiner

Michael J. Sweedler
Lee A. Goldberg
Colette A. Reiner
DARBY & DARBY P.C.

Attorneys for Plaintiff Crown Poly, Inc.

By: [Signature]

John D. Hu
HU & ASSOCIATES
Defendant New Long Trading USA, Inc.

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